

REQUEST FOR PROPOSALS NO. 97-037
TO
PROVIDE
TAXICAB SERVICES
FOR THE
HAWAII AIDS CLINICAL TRIALS UNIT (ACTU)
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

JUNE, 1997

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

TABLE OF CONTENTS

RFP No. 97-037 to Provide Taxicab Services for the Hawaii AIDS Clinical Trials Unit (ACTU), University of Hawaii, Honolulu, Hawaii

	Pages
Notice to Offerors	1
Business Classification Certification Statement	1-2
Section 1, Administrative Overview	1-5
Section 2, Scope of Work	1-2
Section 3, Proposal Submittal Requirements	1
Section 4, Proposal Evaluation	1
Section 5, Special Provisions	1-4
Appendix A, Proposal Letter	1
Appendix B, Service Proposal	1
Appendix C, Pricing	1
Appendix D, References	1
Certification for Tax Clearance	1

IT IS THE RESPONSIBILITY OF ALL OFFERORS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR PROPOSAL PACKAGE.

OFFEROR'S PROPOSAL SUBMITTALS CHECK LIST

Offerors shall submit an original plus TWO (2) copies of their proposal. The following checklist is provided to assist the offeror in submitting the appropriate documents with their proposals:

- 1) _____ Business Classification Certification Statement
- 2) _____ Appendix A, Proposal Letter (if applicable, shall include corporate seal and an Evidence of Authority if the individual signing the proposal on behalf of the company is not the corporate president)
- 3) _____ Appendix B, Service Proposal
- 4) _____ Appendix C, Pricing
- 5) _____ Appendix D, References
- 6) _____ State of Hawaii Department of Taxation and Internal Revenue Service certified Tax Clearance Certificate
or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE.

NOTICE TO OFFERORS

PROPOSAL FORMS for Request for Proposals (RFP) No. 97-037 to Provide Taxicab Services for the Hawaii AIDS Clinical Trials Unit (ACTU), will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www.state.hi.us/bids/notice01.htm>) and must be submitted no later than 2:30 p.m., July 14, 1997.

Offerors are invited to attend a Pre-Proposal Conference to be held on July 3, 1997, from 2:30 p.m. to 3:00 p.m. at Leahi Hospital, Sinclair Auditorium (Room 222), 3675 Kilauea Avenue, Honolulu, Hawaii.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB by providing the vendor's name, address, contact person, telephone number, facsimile number, and an account number, billable to the receiver, for express shipment. Requests may be submitted via facsimile, (808) 956-2093. Direct all questions to Suzanne Tanaka, (808) 956-9485.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Advertiser
Issue of: June 12, 1997

NOTICE TO OFFERORS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

SECTION 1 - ADMINISTRATIVE OVERVIEW

1.1 BACKGROUND

The Hawaii AIDS Clinical Trials Unit (ACTU) was established in 1990 to study medical therapy for human immunodeficiency virus (HIV) infection and its associated opportunistic infections and malignancies in Asian/Pacific Islanders throughout the State of Hawaii.

1.2 PURPOSE

The purpose of this solicitation is to establish a contract with a Contractor to provide taxicab services for patients participating in clinical trials for the Hawaii ACTU.

1.3 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D, and Revised Ordinances, Section 12-1. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.4 RFP ORGANIZATION

This RFP is organized into FIVE (5) sections and FOUR (4) appendices as follows:

Section 1, Administrative Overview -- Provides offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides offerors with a general description of the tasks to be performed.

Section 3, Proposal Submittal Requirements -- Describes the required format and content for the offeror's proposal.

Section 4, Proposal Evaluation -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides offerors the terms and conditions under which the services shall be performed.

Appendix A, Proposal Letter -- Requires authorized original signatures of offeror.

Appendix B, Service Proposal -- Requests background information regarding offerors merits and abilities to provide requested services, and billing procedures.

Appendix C, Pricing -- Requests pricing for listed common routes and additional fees.

Appendix D, References -- Requests references from agencies currently utilizing services from the offeror.

1.5 **SCHEDULE OF KEY DATES**

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed for the process of selecting the provider of taxicab services. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement, Property and Risk Management.

RFP Advertised and Issued	<u>June 12, 1997</u>
Pre-Proposal Conference Questions Due	<u>June 17, 1997</u>
Pre-Proposal Conference	<u>July 3, 1997</u>
Closing Date and Time for Receipt of Proposals	<u>2:30 p.m., July 14, 1997</u>
Proposal Review Period	<u>July 14 - July 21, 1997</u>
Contractor Selection and Award	<u>July 25, 1997</u>
Contract Start Date	<u>August 1, 1997</u>

1.6 **SUBMISSION OF QUESTIONS**

Offerors may telephone the Technical Representatives of the Procurement Officer or the Official Contacts for questions regarding this RFP (see Sections 1.14 and 1.15).

1.7 **RFP AMENDMENTS**

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.8 **AWARD ON INITIAL PROPOSALS**

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms.

1.9 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.10 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

1.11 SUBMISSION OF PROPOSALS

Each offeror may submit only ONE (1) proposal for the required services.

Offerors shall submit an original plus TWO (2) copies of their proposal. Proposals shall be received by the Office of Procurement, Property and Risk Management, University of Hawaii, no later than 2:30 p.m., H.S.T., on July 14, 1997.

Proposals may be mailed or delivered to:

Office of Procurement, Property and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

Any proposal received after this date and time shall be rejected.

The outside cover of the package containing the proposal shall be marked:

Office of Procurement, Property and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

RFP No. 97-037 to Provide Taxi Services for the Hawaii AIDS
Clinical Trials Unit (ACTU)

(Name of Offeror)

1.12 DISQUALIFICATION OF PROPOSALS

- a. The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.
- b. An offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:
 - (1) The proposal shows any noncompliance with applicable law.
 - (2) The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
 - (3) The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
 - (4) The offeror is debarred or suspended.

1.13 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement, Property and Risk Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Duff Zwald, Director of the Office of Procurement, Property and Risk Management.

1.14 TECHNICAL REPRESENTATIVES OF THE PROCUREMENT OFFICER (TRPO)

The individuals listed below are the Technical Representatives of the Procurement Officer (TRPO):

Debra Ogata-Arakaki, Unit Coordinator
Telephone: (808) 737-2751

Thomas Kwock, Administrative Officer
Telephone: (808) 737-2751

Hawaii AIDS Clinical Trials Unit
Leahi Hospital, Young Building, 5th Floor
3675 Kilauea Avenue
Honolulu, Hawaii 96816

1.15 OFFICIAL CONTACTS

All questions regarding this RFP should be directed to:

Suzanne Tanaka, Procurement Specialist
Telephone: (808) 956-9485

Office of Procurement, Property and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
Facsimile: (808) 956-2093

1.16 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on July 3, 1997, from 2:30 p.m. to 3:00 p.m., H.S.T., at Leahi Hospital, Sinclair Auditorium (Room 222), 3675 Kilauea Avenue, Honolulu, Hawaii.

Offerors are encouraged to submit written questions prior to the conference. Impromptu questions will be permitted and spontaneous answers provided at the conference at the University's discretion. Verbal answers provided at the offerors' conference are only intended as general direction and will not represent official agency position. Formal official responses will be provided in writing. Any oral questions must be submitted in writing following the close of the pre-proposal conference, but no later than 4:30 p.m., H.S.T., on June 30, 1997, in order to generate an official answer. If written questions are submitted on the day of the conference, FOUR (4) copies are required.

1.17 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

SECTION 2 - SCOPE OF WORK

2.1 INTRODUCTION

The purpose of this contract is to provide TWENTY-FOUR (24)-hour Oahu-wide automobile taxicab services for the clinical patients of the Hawaii AIDS Clinical Trials Unit on a charge account basis.

2.2 GENERAL REQUIREMENTS

2.2.1 OVERVIEW OF SCOPE OF WORK

The scope of work for this contract shall encompass the following activities:

- (a) Provide TWENTY-FOUR (24)-hour island-wide automobile taxicab services on the Island of Oahu for clinical patients on a charge basis.
- (b) Contractor shall dispatch an automobile to pick-up the passenger within FIFTEEN (15) minutes from the time a call is placed for passenger pick-up.
- (c) The passenger shall be transported to any location on Oahu the University specifies in the most direct route possible and in an expedient, comfortable manner.
- (d) Contractor shall guarantee pick-up of the passenger. There will be no charge in the event the taxicab is unable to locate the passenger for pick-up.
- (e) Contractor's driver shall display professional courtesy to the passenger. Every effort shall be made to treat passenger in a manner that is medically sound, fair and most importantly, humane.

2.2.2 THE TAXICAB DRIVERS SHALL NOT BE AN EMPLOYEE OF THE UNIVERSITY OF HAWAII, AND IN ALL MATTERS, THE TAXICAB DRIVER SHALL ACT IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND SHALL NOT ASSUME ANY OBLIGATION OF THE HAWAII ACTU. PROOF OF INDEPENDENCE MAY BE REQUIRED UPON REQUEST OF THE UNIVERSITY.

2.2.3 BILLING CHARGES

Contractor shall provide monthly billing for taxicab services with an itemized description of each charge. Billing shall include: date, time, pick-up point, drop-off point, and charge. Tips are not allowed under

University of Hawaii regulations. However, it is at the passenger's option to tip the driver using his or her own personal resources. SOLICITATION OF TIPS BY DRIVERS IS PROHIBITED.

A pre-printed, numbered voucher will be used by the patient as payment to the driver. Invoices from the Contractor will then reference the voucher numbers and payment will be made based on the verified numbers stated on the invoice.

2.2.4 OPERATOR REQUIREMENT

Drivers shall have a taxicab driver's certificate in accordance with Section 12-1.9, Revised Ordinances and shall be licensed in accordance with Section 12-1.15, Revised Ordinances, Taxicab License - Issuance - Fees, and shall meet the health and physical requirements of the Public Utilities Commission.

The University has the right to reject or require the Contractor to remove any driver which the University deems incompetent, uncooperative, negligent, insubordinate or otherwise objectionable.

2.2.5 CONDITION OF TAXICABS

In accordance with Section 12-1.14, Revised Ordinances, no vehicle shall be operated as a taxicab unless it is in reasonably clean and safe condition inside, so as not to damage the person, clothing or possessions of a passenger. The vehicle's exterior shall be reasonably clean and shall be essentially free from cracks, breaks and major dents. It shall be painted to provide adequate protection and appearance. Each operating wheel shall be equipped with hub caps or wheel covers.

SECTION 3 - PROPOSAL SUBMITTAL REQUIREMENTS

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

3.1 PROPOSAL SUBMITTALS

The proposal shall include the following subsections:

- (a) Proposal Letter (APPENDIX A)
- (b) Service Proposal (APPENDIX B)
- (c) Pricing (APPENDIX C)
- (d) References (APPENDIX D)

3.1.1 PROPOSAL LETTER (APPENDIX A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If offeror is a corporation, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.1.2 SERVICE PROPOSAL (APPENDIX B)

The Service Proposal shall be completed and submitted with any additional information about the company which the offeror feels was not covered by this RFP.

3.1.3 PRICING (APPENDIX C)

The Pricing provided by offeror shall be used to provide the Hawaii ACTU with information on offeror's rates.

3.1.4 REFERENCES (APPENDIX D)

The References provided by offeror shall be used to confirm that services provided to other customers were satisfactory.

SECTION 4 - PROPOSAL EVALUATION

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contract will be awarded to the responsive, responsible offerors whose proposals are determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

1. Offeror is able to provide services beyond the minimum scope of services required by this RFP. (Determined through evaluation of Appendix B, and review of references in Appendix D.)

40 points maximum _____ points

2. Offeror is able to provide billing services required by the Hawaii ACTU. (Determined through evaluation of Appendix B.)

30 points maximum _____ points

3. Offeror's pricing is deemed reasonable and in accordance with current Public Utilities Commission standard rates. (Determined through evaluation of Appendix C.)

30 points maximum _____ points

TOTAL POSSIBLE: 100 points

Offerors must receive a minimum of SEVENTY (70) points in order to be considered for award of contract.

SECTION 5 - SPECIAL PROVISIONS

1. SCOPE

The Providing of Taxicab Services for the Hawaii AIDS Clinical Trials Unit shall be in accordance with the terms and conditions of RFP No. 97-037 and the General Provisions dated February 23, 1996, included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www.state.hi.us/bids/notice03.htm>

2. OFFEROR'S QUALIFICATIONS

To qualify to submit a proposal on the specified services, the offeror must be engaged in a business whose primary and customary interest is to provide the specified services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential offeror if, in its discretion, the University determines that the offeror does not have the requisite experience or expertise to provide the services.

3. REFERENCES

The University reserves the right to contact the references named in the APPENDIX D and to reject a proposal submitted by any offeror whose performance on other projects has been unsatisfactory.

4. OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.5, Schedule of Key Dates, or as amended at the proposal submittal office. The Proposal opening will not be open to the public. Proposals will not be subject to public inspection until after contract is signed by all parties.

5. CONFIDENTIAL INFORMATION

Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. The data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal.

6. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide automobile liability in the amount of \$5,000,000

combined for bodily injury and property damage per occurrence, and \$15,000 per person no fault (no aggregate limit per occurrence) and Commercial General Liability in the amount of \$1,000,000 per occurrence/aggregate.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement, Property and Risk Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawaii is added as an insured as respects operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

7. TAX CLEARANCE FOR CONTRACTS

General Provision 7.2 entitled Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, offerors shall submit with their proposals, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event offerors are unable to obtain a tax clearance by mail in time to include it with their bid packages, they may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their proposal packages. However, an original tax clearance must be provided before a contract is awarded. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the offeror, have been paid. This shall apply to all contracts, whether with Hawaii offerors, out-of-state offerors, or nonprofit organizations.

This shall not apply to offerors if the State of Hawaii Department of Taxation certifies that the offeror is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Proposals that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160

b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

8. PAYMENT TERMS

Payment by the University shall be made by purchase orders in accordance with Section 103-10, Hawaii Revised Statutes, and will be made on a monthly basis upon receipt of an original invoice and ONE (1) copy to:

Hawaii AIDS Clinical Trials Unit (ACTU)
Leahi Hospital, Young Building, 5th Floor
3675 Kilauea Avenue
Honolulu, Hawaii 96816

9. CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

10. TERM OF CONTRACT

The Contractor shall enter into a contract with the University commencing on the date designated in the Notice to Proceed and ending on December 31, 1997. Thereafter, at the option of the University and contingent upon availability of funds, the contract shall be renewable from year to year, through December 31, 1999, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 11, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

11. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days prior to contract renewal date, provided that the contract price for each renewal period does not increase more than the metered rates regulated by City and County ordinance. Requests for price increases shall be submitted to the University in writing.

APPENDIX A - D

(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

(See Official Document)